

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FAMILY FIRST FUNDING LLC,

Plaintiff,

vs.

SPROUT MORTGAGE ASSET TRUST,

Defendant.

Case No. 1:22-cv-4406-GHW

CONSENT JUDGMENT

Upon agreement by and between Plaintiff Family First Funding LLC (“FFF”) and Defendant Sprout Mortgage Asset Trust (“SMAT”), the above-captioned action was fully settled pursuant to the terms of a written settlement agreement dated January __, 2023 (the “Settlement Agreement”), pursuant to which SMAT stipulated to entry of judgment in favor of FFF and against SMAT, as set forth herein:

1. SMAT consents to this Judgment, to its prompt entry by the Court and to each and every provision and decree herein.
2. This Court has jurisdiction over the subject matter of this case and jurisdiction over SMAT.
3. Venue is proper in this District pursuant to 28 U.S.C. § 1332.
4. SMAT hereby waives service of process and any defenses pertaining to the Court’s jurisdiction over it, and waives all other defenses (except Payment or breach of the Settlement Agreement) to this Judgment.
5. SMAT waives any right to any appeal or vacatur of this Judgment, except as permitted by the Settlement Agreement.

6. SMAT consents to the entry of this Judgment against it, and in favor of FFF, and further consents, authorizes and directs the Clerk of the Court's entry of this Judgment against it in the amount of \$475,000.00 (the "Judgment Amount").

7. The individuals who execute this Judgment represent and acknowledge that they have the authority to do so and that the appropriate authorizations have been obtained. The parties acknowledge that they have consulted legal counsel of their choosing in this matter. This Judgment may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instrument. Copied executed signatures shall be considered as original executed signature pages.

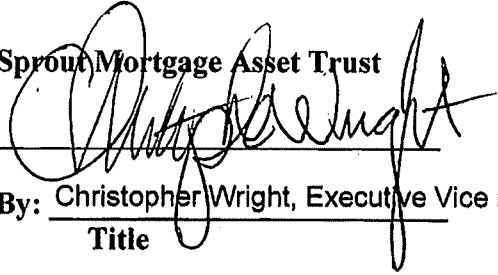
AGREED AND CONSENTED TO:

THIS 27 DAY OF JANUARY, 2023


Family First Funding LLC


By: **Gabriel Gillen, President**

Sprout Mortgage Asset Trust


By: **Christopher Wright, Executive Vice President**
Title

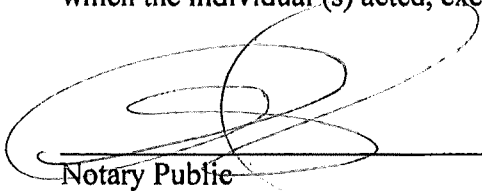
SO ORDERED:


Hon. Gregory H. Woods
United States District Judge

CORPORATE ACKNOWLEDGMENT

State of New Jersey
County of Ocean

On the 27 day of January, 2023 before me, the under-signed, a Notary Public in and for said State, personally appeared Gabriel Gillen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) (President of Family First Funding LLC. the corporation described herein) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual (s) acted, executed the instrument .

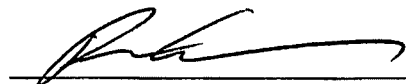


Notary Public

Angela Capalbo
Notary Public of New Jersey
My Commission Expires 12/28/2022 CORPORATE ACKNOWLEDGMENT

State of New York
County of Suffolk

On the 27 day of January, 2023 before me, the under-signed, a Notary Public in and for said State, personally appeared Christopher Wright, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) (Executive Vice President of Sprout Mortgage Asset Trust. the corporation described herein) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual (s) acted, executed the instrument.



Notary Public

